

REMARKS

Applicants have thoroughly considered the final Office action dated July 12, 2006 and has amended the application to more clearly set forth the invention. Claims 1, 24 and 55 have been amended by this Amendment B.

Claims 1-24, 39 and 52-55 are thus presented in the application for further examination. Reconsideration of the application as amended and in view of the following remarks is respectfully requested.

Claim Rejections Under 35 U.S.C. §112

Claim 55 stands rejected under 35 U.S.C. 112 as failing to comply with enablement and as providing insufficient antecedent basis for a limitation in the claim. Applicants disagree, but to further prosecution applicants have amended claim 55 to recite "allowing a first customer via a first customer processor and allowing a second customer via a second customer processor to electronically access a browsable catalog of predefined programs stored in a storage device connected to a program processor, said storage device and said program processor being remote from said customer processor and remote from said participant processor, wherein the first customer's access and program is independent of the second customer's access and program" and "each said program permitting the participants to access their program via a participant processor and to earn awards through the program in which they participate on the basis of the participants' performance." Thus, the rejection should be withdrawn.

Claim Rejections Under 35 U.S.C. §102(e)

Claims 1, 3-24, and 52-55 stand rejected under 35 U.S.C. 102(e) as being anticipated by Eggleston et al., U.S. Patent Number 6,061,660 (Eggleston). Applicants respectfully disagree.

In the Response to Arguments in the Office action, the Examiner asserts that column 10, lines 3-9 of Eggleston teaches that the incentive program of the sponsor is stored and executed on the host machine. Column 10, lines 3-9 of Eggleston discloses that the system includes "participation of a host, who manages the system, one or more

consumers, who participate in incentive programs and in certain instances win awards, one or more sponsors, who offer incentive programs **through** the host system, and one or more retailers who provide awards for the incentive programs and who fulfill delivery of awards to customers." When read in the light of the specification, Eggleston clearly teaches that a sponsor (1) purchases incentive programs from the sponsor site of the host, (2) **downloads the purchased program to the sponsor's own server**, and (3) provides a link to the host, as a result, the consumer can access the incentive program on the **sponsor's own web server** from a HTML link in the consumer directory of the consumer site of the host.

Notably, Eggleston does not teach or disclose any embodiments where the incentive program purchased by a sponsor is installed or executed on the sponsor site of the host system or elsewhere on the host system. In contrast, Eggleston **repeatedly** teaches that a purchased incentive program is **downloaded to the sponsor's own site and not the sponsor site 194 located on the host system**.

For example, at column 14, lines 50-53, Eggleston teaches "[w]hether the sponsor purchases a pre-packaged incentive program or chooses to build an incentive program, **the completed incentive program is downloaded to the sponsor for installation on a web site of the sponsor**." And, at column 19, lines 14-17, Eggleston teaches "at a step 368 the pre-packaged incentive program is **transmitted to the sponsor** by electronic mail or other file transfer protocol, so that the sponsor can **download the incentive program on the sponsor's own server**." And, at column 19, lines 17-19, Eggleston teaches "the code could be mailed on a **disk with instructions for downloading into the sponsor's own site**." (Also see FIG. 10) At column 19, lines 44-48, Eggleston teaches "in a step 388 the incentive program that was built is **transmitted to the sponsor** by conventional means such as electronic mail, disk or file transfer, so that the **sponsor can install the new incentive program on the sponsor's server for the sponsor's own site**." (Also see FIG. 11) Further, at column 29, line 67 to column 30, line 3, Eggleston discloses "[o]nce payment is confirmed, an application program **sends a file containing the incentive program by electronic mail to the sponsor**, who can then **download the incentive program at the sponsor's site**." Lastly, at column 32, lines 37- 41, Eggleston discloses "[o]nce

payment is confirmed, an application program **sends a file containing the incentive program by electronic mail to the sponsor**, who can then **download the incentive program at the sponsor's site**."

Eggleston teaches that once the incentive program has been downloaded and installed on the sponsor's own site, the **sponsor provides a link to the host**. (Eggleston, column 19, lines 20-21 and 49-50; column 30, lines 6-9) For example, at column 14, lines 53-56, Eggleston teaches "[t]he sponsor database is updated to reflect the presence of the new incentive program, and the sponsor site 194 is updated to include a **link** to the new incentive program."

Next, the host system updates the consumer directory of the consumer site to **link** to the incentive program installed on the **sponsor's own site**. (Eggleston, column 15, line 66 - column 16, line 2; column 19, lines 49-52; column 26, lines 62-65) For example, Eggleston discloses "the host computer updates the consumer home page of the consumer site to reflect the presence of a new incentive program and a **link** to the new incentive program." (Eggleston, column 19, lines 26-29)

In contrast, claim 1 recites:

"allowing each customer to electronically store via the customer processor the modified program in the storage device for access by such customer;

allowing each customer to operate the modified program via the program processor, and wherein the participant processor and the customer processor are remote from said program processor and remote from the storage device connected to the program processor; and

providing each customer's participants with access via a participant processor to the modified program stored in the storage device, said modified program executed by the program processor."

The above recitals are illustrated in FIG. 1 in the present application, at reference characters 126 (stored modified program), 122 (operating software), 104 (customer processor), 106 (participant processor), and 108 (program processor). Additionally, Applicants submit that the amendment to the claim is supported on page 12, lines 12-26 of the present application. Further, the amendment does not raise new issues because the added claim language is inherent and has been previously argued. If the Examiner does not allow this application in response to the Amendment B, Applicants request the

Examiner indicate in the advisory action that Amendment B will be entered on appeal, as this Amendment B places the claims in better form for appeal.

Additionally, the present invention allows the customer "to operate the modified program via **the program processor**, and wherein the participant processor and the customer processor are remote from said program processor and remote from the storage device," as recited in claim 1 and shown in FIG. 1 and 10. (Also see, specification page 12, lines 12-13; FIG. 10, page 29, line 21- page 31, line 14) Furthermore, the operating software used to operate the program remains **local** to the program processor. For example, the customer is allowed to "personalize follow-up promotions 1010 and schedule and launch communication cycles at 1012 by editing the content and frequency of any communications that are scheduled to be sent **by the program processor**." (FIG. 10, reference characters 1010, 1012; page 31, line 2-8) This is completely different from the systems in the Eggleston reference. The Eggleston reference fails to teach or suggest allowing a customer to operate the modified program via **a program processor**, and wherein the participant processor and a customer processor are remote from said program processor and remote from the storage device. Since Eggleston discloses **installation and operation at the sponsor's own site**, Eggleston teaches away from the invention.

For at least these reasons, Applicants submit the cited reference does not teach or suggest each and every element of claim 1. As such, the rejection of claim 1 under 35 U.S.C. § 102(e) should be removed. Additionally, claims 2-23 and 52-54 depend from claim 1 and are allowable for at least the same reasons as claim 1.

Independent claims 24 and 55 have been similarly amended. Thus, Applicants believe claims 24 and 55 and the claims that depend thereon are allowable for at least the same reasons as claim 1 is allowable.

Claim Rejections Under 35 U.S.C. §103(a)

Claim 2 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Eggleston et al. (U.S. Patent Number: 6,061,660) in view of Hoffman and Rogelberg "A guide to team incentive systems," Team Performance Management, vol. 4 no. 1, pp. 23, 1998 (Hoffman and Rogelberg). Applicants respectfully disagree.

Hoffman and Rogelberg disclose an incentive system where members of a team earn a reward based on the performance of a team. (page 3, System II). Eggleston, as explained above, teaches a method for providing incentive programs over a computer network where the incentive program is downloaded or transmitted to the sponsor for installation and operation **at the sponsor's own site**.

In contrast and as explained above, claim 1 of the present invention recites:

allowing each customer to operate the modified program via the program processor, and wherein the participant processor and the customer processor are remote from said program processor and remote from the storage device connected to the program processor; and providing each customer's participants with access via a participant processor to the modified program stored in the storage device, said modified program executed by the program processor."

The Hoffman and Rogelberg references and Eggleston teach or suggest allowing a customer to operate the modified program via a customer processor. On the other hand, claim 1 recites modifying via a program processor and providing each customer participants with access to the modified program executed by the program processor. As such, claim 1 is allowable over Eggleston in view of Hoffman and Rogelberg. Claim 2 depends from claim 1; Applicants believe dependent claim 2 is allowable for at least the same reasons as independent claim 1 is allowable.

Claim 39 stands rejected under 35 U.S.C. 103(a) as being unpatentable over Eggleston et al. in view of Symons and Jacobs "A Total Quality Management-Based Incentive System Supporting Total Quality Management Implementation", Production and Operations Management, Vol. 4, No. 3, Summer 1995 (Symons and Jacobs). Applicants respectfully disagree.

Symons and Jacobs disclose an incentive system where a bonus incentive is calculated based on the employee's most recent pay (page 4, FIG. 1). Eggleston, as explained above, teaches a method for providing incentive programs over a computer network where the incentive program is downloaded or transmitted to the sponsor for installation and operation **at the sponsor's own site**.

In contrast and as explained above, claim 1 of the present invention recites:

allowing each customer to operate the modified program via the program processor, and wherein the participant processor and the

customer processor are remote from said program processor and remote from the storage device connected to the program processor; and providing each customer's participants with access via a participant processor to the modified program stored in the storage device, said modified program executed by the program processor."

The Symons and Jacobs references and Eggleston teach or suggest allowing a customer to operate the modified program via a customer processor. On the other hand, claim 1 recites modifying via a program processor and providing each customer participants with access to the modified program executed by the program processor. As such, claim 1 is allowable over Eggleston in view of Symons and Jacobs. Claim 39 depends from claim 1; as such, Applicants believe dependent claim 39 is allowable for at least the same reasons as independent claim 1 is allowable.

CONCLUSION

In view of the foregoing, Applicants submit that independent claims 1, 24 and 55 are allowable over the cited art. The claims depending from these claims are believed to be allowable for at least the same reasons as the independent claims from which they depend.

It is felt that a full and complete response has been made to the Office action and, as such, places the application in condition for allowance. Such allowance is hereby respectfully requested. Although the prior art made of record and not relied upon may be considered pertinent to the disclosure, none of these references anticipates or makes obvious the recited invention. The fact that Applicants may not have specifically traversed any particular assertion by the Office should not be construed as indicating Applicants' agreement therewith.

The Applicants wish to expedite prosecution of this application. If the Examiner deems the claims as amended to not be in condition for allowance, the Examiner is invited and encouraged to telephone the undersigned to discuss making an Examiner's amendment to place the claims in condition for allowance.

The Commissioner is hereby authorized to charge any deficiency or overpayment of any required fee during the entire pendency of this application to Deposit Account No. 19-1345.

Respectfully submitted,

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